



Filing Receipt

Received - 2021-08-31 10:11:10 PM
Control Number - 52317
ItemNumber - 9

CASE SETTLEMENT RECORD

UTILITY Clyde E. Clardy dba Bastrop West Water Company
 APPLICATION NO. _____
 CCN NO. 15050
 SOAH DOCKET NO. 582-05-7064
 TCEQ DOCKET NO. 2005-0857-UCR
 HEARINGS EXAMINER T. Broyles
 DATE OF HEARING August 8, 2005 TIME 10:00 am
 PLACE OF HEARING William P. Clements Building

AGREED SETTLEMENT

EFFECTIVE DATE OF AGREED RATES - September 1, 2005

WHICH APPLIES TO ALL SERVICE PROVIDED ON OR AFTER (DATE)

WATER RATES:

GALLONAGE RATE: \$ * /1,000 gallons

METER SIZE MINIMUM BILL

5/8 or 3/4

\$ 16.50

0

GALLONS INCLUDED IN MINIMUM BILL

1

\$ 19.00

1 1/2

\$ _____

2

\$ _____

3

\$ _____

4

\$ _____

* Gallonage Rate: \$ 2.50 per 1,000 gallon 0 gallon - 10,000 gall
 \$ 2.90 per 1,000 gallon 10,000 gallon - 29,000 gall
 \$ 3.15 per 1,000 gallon 29,001 gallon and up

MISCELLANEOUS FEES:

RESIDENTIAL TAP FEE

\$ 500.00

RECONNECTION FEES

DISCONNECTED FOR NON PAYMENT (TCEQ RULES)

\$ 25.00

OTHER THAN NON PAYMENT CUSTOMER'S REQUEST

\$ 25.00

TRANSFER

\$ 15.00

RETURNED CHECK FEE

\$ 25.00

CUSTOMER DEPOSIT (TCEQ RULES)

\$ 50.00

LATE PAYMENT PENALTY (TCEQ RULES)

\$ 5.00

METER TEST FEE (TCEQ RULES)

\$ 25.00

Rate installed
Monday Sept 26, 2005

DEED
201312628
3 PGS**WARRANTY DEED WITH VENDOR'S LEIN****Date:**9/18/2013**Grantor:** Clyde or Karen Clardy, husband and wife**Grantor's Mailing Address:**

Clyde or Karen Clardy
1911 Highway 95
Bastrop, TX 78602
Bastrop County

Grantee: Paul M. Klaus and Karen L. Klaus, husband and wife**Grantee's Mailing Address:**

Paul M. Klaus and Karen L. Klaus
231 Mandy Lane
Red Rock, Texas 78662
Bastrop County

Consideration:

A note of even date executed by Grantee and payable to the order of Clyde Clardy or Karen Clardy in the principal amount of TEN DOLLARS AND ZERO CENTS (\$10.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Clyde Clardy or Karen Clardy.

Property (including any improvements):

BEING 7.504 acres of land, more or less, out of the Addison Litton League, abstract number 424, in Bastrop County, Texas, said 7.504 acre tract of land being out of and a portion of Lot 2, Section 2, Block 1 of Bluebonnet Acres, a subdivision in Bastrop County, Texas, as recorded in Plat Cabinet 1, Page 28A, Plat Records, Bastrop County, Texas.

Reservations from Conveyance:

None

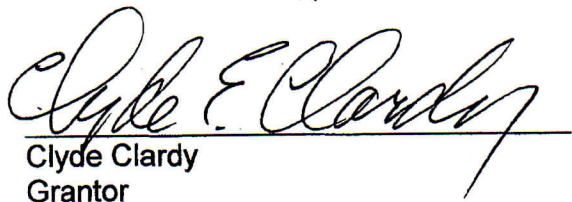
Exceptions to Conveyance and Warranty:

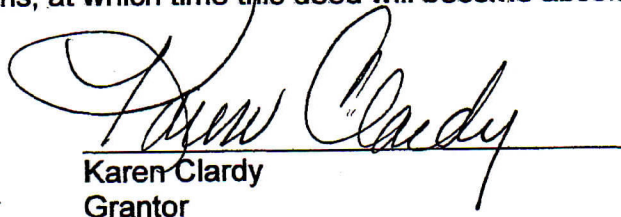
None

Warranty Deed with Vendor's Lien
Page 2 of 2

Grantor, for the Consideration, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.


Clyde Clardy
Grantor

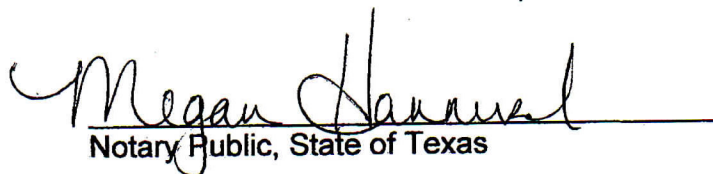

Karen Clardy
Grantor

STATE OF TEXAS *

COUNTY OF BASTROP *

This instrument was acknowledged before me on this the 18th date of September, 2013, by Clyde Clardy.




Notary Public, State of Texas

STATE OF TEXAS *

COUNTY OF BASTROP *

This instrument was acknowledged before me on this the 18th date of September, 2013, by Karen Clardy.




Notary Public, State of Texas

Return to: Clyde Clardy
379 Hwy 95 N
Bastrop, TX 78602

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

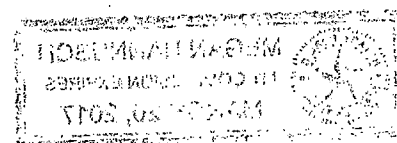
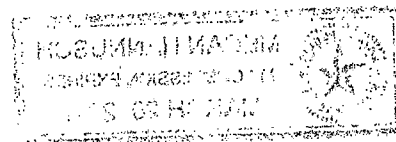
Rose Pietsch

September 25, 2013 10:51:14 AM
DOCKJ FEE: \$20.00 BOOK:2266 PAGE:691-693

ROSE PIETSCH, County Clerk
Bastrop, Texas

DEED

201312628



COPY

Promissory Note

Date:

9/18/2013

Borrower: Paul or Karen Klaus

Borrower's Mailing Address:

Paul or Karen Klaus
231 Mandy Lane
Red Rock, TX 78662
Bastrop County, Texas

Lender: Clyde or Karen Clardy

Lender's Mailing Address:

Clyde or Karen Clardy
1911 Highway 95
Bastrop, TX 78602

Place for Payment:

Clyde or Karen Clardy
1911 Highway 95
Bastrop, TX 78602

Principal Amount: \$300,000.00

Terms of Payment:

Borrower shall pay Lender the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) payable in monthly installments of no less than the amounts specified in the attached amortized schedule. Each monthly installment is due and payable on the fifteenth day of each month, beginning June 15, 2012 and continuing until the unpaid principal and interest has been paid in full. In the event of the death of the Lender, payments will continue to be made to the estate of the Lender in the same manner as prescribed herein. In the event of the death of the Borrower(s), payments will continue to be made to the Lender in the same manner as prescribed herein.

Security for Payment: Real property as described in warranty deed with vendor's lien.

Other Security for Payment:

Borrower promises to pay to the order of Lender the Principal Amount plus fixed interest in the amount of seven percent (7%) per annum, amortized over the life of the loan. This note is payable at the Place for Payment and according to the Terms of Payment.

If Borrower defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to this note, Lender may declare the unpaid principal balance and any other amounts owed on the note immediately due. Borrower and each surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

Borrower also promises to pay reasonable attorney's fees and court and other costs if this note is placed in the hands of an attorney to collect or enforce the note. Borrower will pay Lender these expenses on demand at the Place for Payment. These expenses will become part of the debt evidenced by the note and will be secured by any security for payment.

Prepayment:

Borrower may prepay this note in any amount at any time before the Maturity Date without penalty or premium.

Each Borrower is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

If any installment becomes overdue for more than fifteen days, at Lender's option a late payment charge of \$50.00 may be charged in order to defray the expense of handling the delinquent payment.

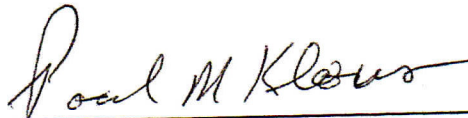
Borrower will be in default if (1) Borrower fails to timely pay or perform any obligation or covenant in any written agreement between Borrower and Lender; (2) Borrower makes any false statement or representation in this agreement; (3) a receiver is appointed for Borrower; (4) bankruptcy or insolvency proceedings are commenced against or by any of the following parties: Borrower; any partnership of which Borrower is a general partner; or any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of the note; and (5) any of the following parties are dissolved: Borrower; any partnership of which Borrower is a general partner; or any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of the note.

Notwithstanding any other provision of this note, in the event of a default, before exercising any of Lender's remedies under this note, Lender will first give Borrower written notice of default and Borrower will have ten days after notice is given in which to cure the default. If the default is not cured ten days after notice, Borrower and each

surety, endorser, and guarantor waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

If any provision of this note conflicts with any provision of a loan agreement, deed of trust, or security agreement of the same transaction between Lender and Borrower, the provisions of the note will govern to the extent of the conflict.

This note will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction.



Paul M. Klaus, Borrower

STATE OF TEXAS

*

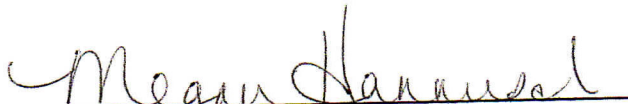
*


COUNTY OF BASTROP

*

This instrument was acknowledged before me on this the 18th day of September, 2013, by Paul M. Klaus.




Notary Public, State of Texas


Karen L. Klaus, Borrower

STATE OF TEXAS

*


*

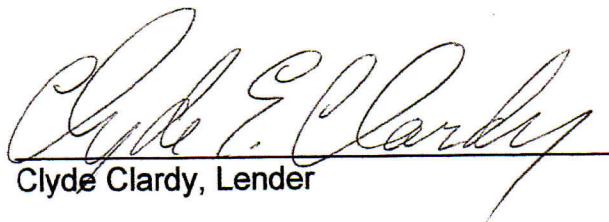
COUNTY OF BASTROP

*

This instrument was acknowledged before me on this the 18th day of September, 2013, by Karen L. Klaus.



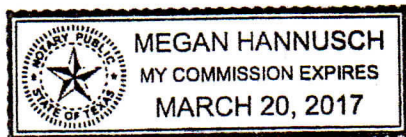

Notary Public, State of Texas



Clyde Clardy, Lender


STATE OF TEXAS *

COUNTY OF BASTROP *

This instrument was acknowledged before me on this the 18th day of September, 2013, by Clyde Clardy.




Notary Public, State of Texas



Karen Clardy, Lender

STATE OF TEXAS *

COUNTY OF BASTROP *

This instrument was acknowledged before me on this the 18th day of September, 2013, by Karen Clardy.




Notary Public, State of Texas

Oath for Transferor (Transferring Entity)

STATE OF TEXAS

COUNTY OF BASTROP

I, Karen Clardy being duly sworn, file this application for sale,
transfer,
merger, consolidation, acquisition, lease, or owner
rental, as

(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

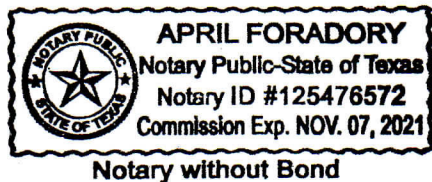
I further state that I have been provided with a copy of the 16 TAC § 24.239 Commission rules. I am also authorized to agree and do agree to be bound by and comply with any outstanding enforcement orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas or the Attorney General which have been issued to the system or facilities being acquired and recognize that I will be subject to administrative penalties or other enforcement actions if I do not comply.

Karen Clardy
AFFIANT
(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas
this day the 1st of July, 2021

SEAL



April Foradory
**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

April Foradory
PRINT OR TYPE NAME OF NOTARY

My commission expires:

11/7/21

Oath for Transferee (Acquiring Entity)

STATE OF TEXAS

COUNTY OF BASTROP

I, Paul Klaus Karen Klaus being duly sworn, file this application for sale, transfer, merger, consolidation, acquisition, lease, or rental, as owner

(owner, member of partnership, title as officer of corporation, or authorized representative)

I attest that, in such capacity, I am qualified and authorized to file and verify such application, am personally familiar with the documents filed with this application, and have complied with all the requirements contained in the application; and, that all such statements made and matters set forth therein with respect to Applicant are true and correct. Statements about other parties are made on information and belief. I further state that the application is made in good faith and that this application does not duplicate any filing presently before the Commission.

I further state that I have been provided with a copy of the 16 TAC § 24.239 Commission rules. I am also authorized to agree and do agree to be bound by and comply with any outstanding enforcement orders of the Texas Commission on Environmental Quality, the Public Utility Commission of Texas or the Attorney General which have been issued to the system or facilities being acquired and recognize that I will be subject to administrative penalties or other enforcement actions if I do not comply.

Karen Klaus
Paul Klaus

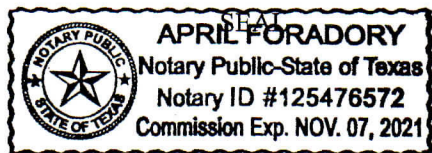
AFFIANT

(Utility's Authorized Representative)

If the Affiant to this form is any person other than the sole owner, partner, officer of the Applicant, or its attorney, a properly verified Power of Attorney must be enclosed.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas

this day the 19 of July, 2021



Notary without Bond

April Foradory

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

April Foradory
PRINT OR TYPE NAME OF NOTARY

My commission expires:

11/7/21

STATE OF TEXAS

CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES

VITAL STATISTICS

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS

Nov 19 2019

STATE OF TEXAS

CERTIFICATE OF DEATH

STATE FILE NUMBER

142-19-174724

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last)				2. DATE OF DEATH - ACTUAL OR PRESUMED (mm-dd-yyyy)			
CLYDE ENNIS CLARDY				NOVEMBER 17, 2019			
3. SEX	4. DATE OF BIRTH (mm-dd-yyyy)	5. AGE-Last Birthday (Years)	6. BIRTHPLACE (City & State or Foreign Country)				
MALE	JANUARY 9, 1938	81	UTLEY, TX				
7. SOCIAL SECURITY NUMBER		8. MARITAL STATUS AT TIME OF DEATH		9. SURVIVING SPOUSE'S NAME (If spouse, give name prior to first marriage)			
454-52-4674		<input checked="" type="checkbox"/> Married <input type="checkbox"/> Divorced (but not remarried) <input type="checkbox"/> Widowed (but not remarried) <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown		KAREN SCHAEFER			
10a. RESIDENCE STREET ADDRESS				10b. APT. NO.		10c. CITY OR TOWN	
379 HWY 95 N						BASTROP	
10d. COUNTY		10e. STATE		10f. ZIP CODE		10g. INSIDE CITY LIMITS?	
BASTROP		TEXAS		78602		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11. FATHER/PARENT 2 NAME PRIOR TO FIRST MARRIAGE				12. MOTHER/PARENT 1 NAME PRIOR TO FIRST MARRIAGE			
WOODROW CLARDY				MILDRED KEMP			
13. PLACE OF DEATH (CHECK ONLY ONE)							
IF DEATH OCCURRED IN A HOSPITAL: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA							
IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)							
14. COUNTY OF DEATH		15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO)		16. FACILITY NAME (If not institution, give street address)			
TRAVIS		AUSTIN, 78705		ST DAVID'S MEDICAL CENTER			
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED				18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code)			
ELIZABETH CLARDY - DAUGHTER				705 BRAEBURN DR, FORT WASHINGTON, MD 20744			
19. METHOD OF DISPOSITION		20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH		21. Section			
<input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Mausoleum <input type="checkbox"/> Other (Specify)		JOYCE HERZOG, BY ELECTRONIC SIGNATURE - 115429		<input checked="" type="checkbox"/> Unknown Block _____ Lot _____ Space _____			
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place)				23. LOCATION (City/Town, and State)			
PROVIDENCE CREMATORY				ELGIN, TX			
24. NAME OF FUNERAL FACILITY				25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code)			
BASTROP PROVIDENCE FUNERAL HOME				2079 HWY 71E, BASTROP, TX 78602			
26. CERTIFIER (Check only one)							
<input checked="" type="checkbox"/> Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Justice of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.							
27. SIGNATURE OF CERTIFIER				28. DATE CERTIFIED (mm-dd-yyyy)		29. LICENSE NUMBER	
TOBIN LIM, BY ELECTRONIC SIGNATURE				NOVEMBER 19, 2019		N3836	
30. TIME OF DEATH (Actual or presumed)				31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code)			
06:07 PM				TOBIN LIM 3003 BEE CAVE RD, AUSTIN, TX 78746-5542			
32. TITLE OF CERTIFIER				MD			
33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.				Approximate interval Onset to death			
IMMEDIATE CAUSE (Final disease or condition resulting in death)				9 DAYS			
a. ACUTE ON CHRONIC RESPIRATORY FAILURE				Due to (or as a consequence of):			
Due to (or as a consequence of):				13 DAYS			
b. PNEUMONIA-ASPIRATION (IN THE SETTING OF CHRONIC PULMONARY FIBROSIS), AND COMPLICATED BY ACUTE STROKE OFF ANTICOAGULATION				Due to (or as a consequence of):			
Due to (or as a consequence of):				16 DAYS			
c. SURGERY FOR PARAESOPHAGEAL HERNIA REPAIR				Due to (or as a consequence of):			
Due to (or as a consequence of):							
d.							
PART 2. ENTER OTHER CAUSE GIVEN IN PART 1.				34. WAS AN AUTOPSY PERFORMED?			
NSTEMI, ACUTE STROKE				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?				<input type="checkbox"/> Yes <input type="checkbox"/> No			
36. MANNER OF DEATH		37. DID TOBACCO USE CONTRIBUTE TO DEATH?		38. IF FEMALE:		39. IF TRANSPORTATION INJURY, SPECIFY:	
<input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Previously <input type="checkbox"/> Probably <input type="checkbox"/> Unknown		<input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year		<input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)	
40a. DATE OF INJURY (mm-dd-yyyy)		40b. TIME OF INJURY		40c. INJURY AT WORK?		40d. PLACE OF INJURY (e.g., Decedent's home, construction site, restaurant, wooded area)	
				<input type="checkbox"/> Yes <input type="checkbox"/> No			
40e. LOCATION (Street and Number, City, State, Zip Code)				40f. COUNTY OF INJURY			
41. DESCRIBE HOW INJURY OCCURRED							
42a. REGISTRAR FILE NO.		42b. DATE RECEIVED BY LOCAL REGISTRAR		42c. REGISTRAR			
				Tara Das			

EDR NUMBER 000044444604824

This is a true and correct copy of the record as registered in the State of Texas. Issued under the authority of Section 191.051, Health and Safety Code.

ISSUED Nov 22 2019

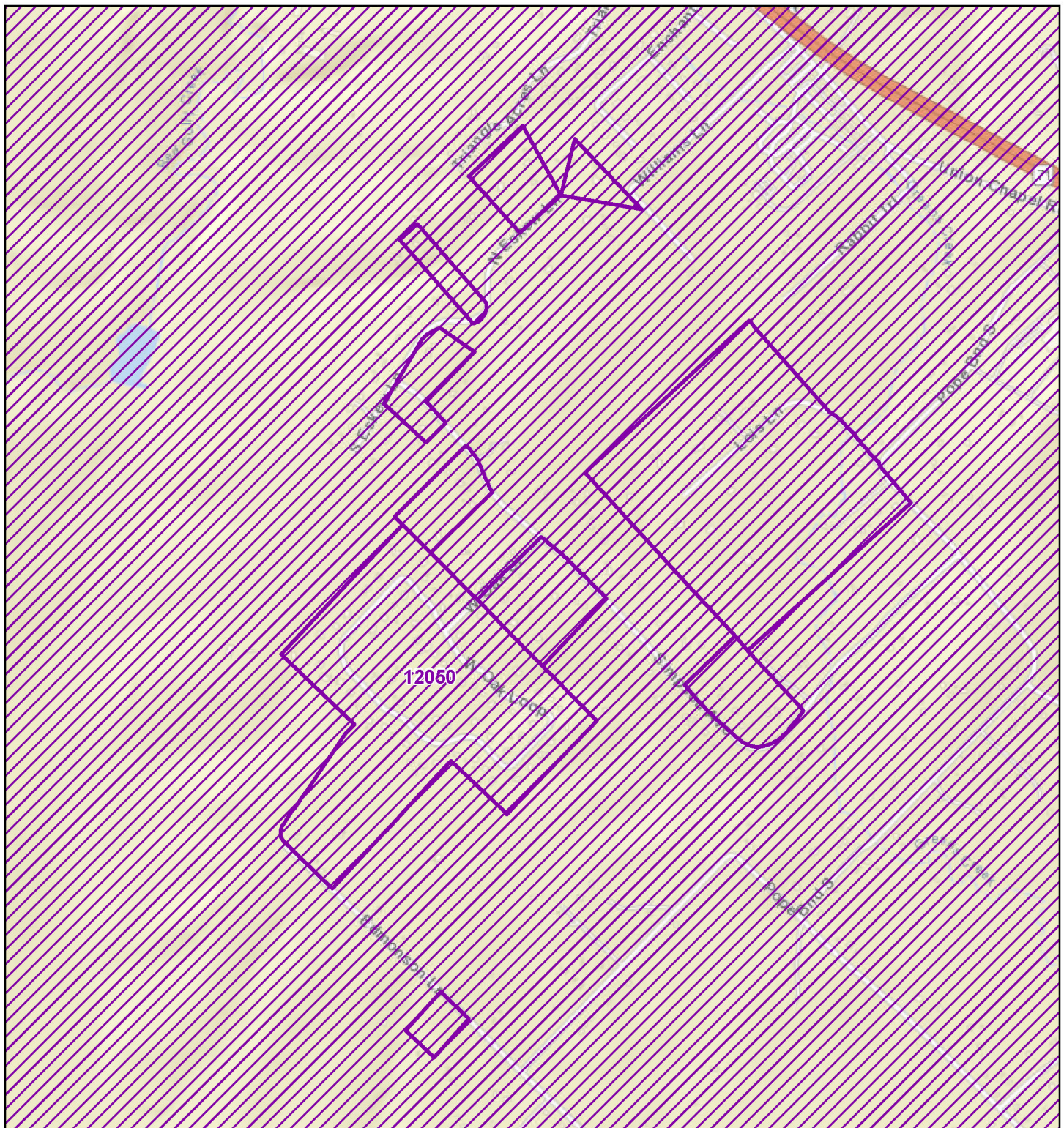
WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

TARA DAS
STATE REGISTRAR

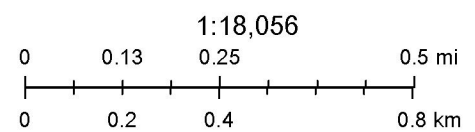
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



K & K Water Supply to STM ALL of CCN No. 12050 in Bastrop County



July 19, 2021



Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Public Utility Commission of Texas

Memorandum

TO: Central Records

FROM: Leila Guerrero, Rate Regulation Division
Merritt Lander, Legal Division

DATE: November 2, 2020

RE: Docket No. 51334—*Application of K & K Water Company for a Class D Rate Adjustment*

CC: Karen Klaus

On October 21, 2020, the administrative law judge issued a Notice of Approval in Docket No. 51334. Ordering Paragraph 5 stated that “[w]ithin ten days of the date of this Notice of Approval, Commission Staff must file a clean copy of the tariff, with the approved effective date, with Central Records to be marked Approved and kept in the Commission tariff book.” The Notice of Approval approved the tariff included with Staff’s recommendation on administrative completeness and final disposition, filed on October 15, 2020.

Pursuant to the Notice of Approval in Docket No. 51334, please find attached a clean copy of the water tariff for certificate of convenience and necessity (CCN) number 11836 for K & K Water Company. This copy is provided to be stamped *Approved* and placed in the Commission’s tariff book. The attached tariff supersedes the current water tariff for CCN number 11836, which may be removed from the tariff book.

All parties to Docket No. 51334 have been copied on this memo.



WATER UTILITY TARIFF Docket Number 51334

K & K Water Company.
(Utility Name)

231 Mandy Lane
(Business Address)

Red Rock, Texas 78662
(City, State, Zip Code)

(512) 629-5717
(Area Code/Telephone)

This tariff is effective for utility operations under the following Certificate of Convenience and Necessity:

11836

This tariff is effective in the following county:

Bastrop

This tariff is effective in the following cities or unincorporated towns (if any):

None

This tariff is effective in the following subdivisions or systems:

Red Rock Acres Subdivision (PWS 0110045)

TABLE OF CONTENTS

The above utility lists the following sections of its tariff (if additional pages are needed for a section, all pages should be numbered consecutively):

SECTION 1.0	RATE SCHEDULE	2
SECTION 2.0	SERVICE RULES AND POLICIES	4
SECTION 3.0	EXTENSION POLICY	11
APPENDIX A	DROUGHT CONTINGENCY PLAN	
APPENDIX B	SAMPLE SERVICE AGREEMENT	

SECTION 1.0 - RATE SCHEDULE

Section 1.01 - Rates

<u>Meter Sizes</u>	<u>Monthly Minimum Charge</u>	<u>Gallage Charge</u>
5/8" x 3/4"	<u>\$21.00</u> (Includes 0 gallons)	<u>\$3.15</u> per 1000 gallons, 0 – 10,000 gallons <u>\$3.41</u> per 1,000 gallons, 10,001 – 20,000 gallons <u>\$3.68</u> per 1,000 gallons, 20,001 gallons thereafter

FORM OF PAYMENT: THE UTILITY WILL ACCEPT THE FOLLOWING FORM(S) OF PAYMENT

Cash X, Check X, Money Order X, Credit Card , Other (specify)
THE UTILITY MAY REQUIRE EXACT CHANGE FOR PAYMENTS AND MAY REFUSE TO ACCEPT PAYMENTS MADE USING MORE THAN \$1.00 IN SMALL COINS. A WRITTEN RECEIPT WILL BE GIVEN FOR CASH PAYMENTS.

REGULATORY ASSESSMENT..... 1.0%
PUC RULES REQUIRE THE UTILITY TO COLLECT A FEE OF ONE PERCENT OF THE RETAIL MONTHLY BILL AND TO REMIT THE FEE TO THE TCEQ.

Section 1.02 - Miscellaneous Fees

TAP FEE..... \$750.00
TAP FEE COVERS THE UTILITY'S COSTS FOR MATERIALS AND LABOR TO INSTALL A STANDARD RESIDENTIAL 5/8" or 3/4" METER. AN ADDITIONAL FEE TO COVER UNIQUE COSTS IS PERMITTED IF LISTED ON THIS TARIFF.

TAP FEE (Large meter)..... Actual Cost
TAP FEE IS THE UTILITY'S ACTUAL COST FOR MATERIALS AND LABOR FOR METER SIZE INSTALLED.

METER RELOCATION FEE .. ACTUAL COST TO RELOCATE METER NOT TO EXCEED TAP FEE
THIS FEE MAY BE CHARGED IF A CUSTOMER REQUESTS THAT AN EXISTING METER BE RELOCATED.

METER TEST FEE \$25.00
THIS FEE WHICH SHOULD REFLECT THE UTILITY'S COST MAY BE CHARGED IF A CUSTOMER REQUESTS A SECOND METER TEST WITHIN A TWO-YEAR PERIOD AND THE TEST INDICATES THAT THE METER IS RECORDING ACCURATELY. THE FEE MAY NOT EXCEED \$25.

RECONNECTION FEE

THE RECONNECT FEE MUST BE PAID BEFORE SERVICE CAN BE RESTORED TO A CUSTOMER WHO HAS BEEN DISCONNECTED FOR THE FOLLOWING REASONS (OR OTHER REASONS LISTED UNDER SECTION 2.0 OF THIS TARIFF):

- a) Non-payment of bill (Maximum \$25.00) \$25.00
- b) Customer's request that service be disconnected \$50.00

SECTION 1.0 - RATE SCHEDULE (CONT.)

TRANSFER FEE..... \$25.00
THE TRANSFER FEE WILL BE CHARGED FOR CHANGING AN ACCOUNT NAME AT THE SAME SERVICE LOCATION WHEN THE SERVICE IS NOT DISCONNECTED

LATE CHARGE (EITHER \$5.00 OR 10% OF THE BILL)..... \$5.00
PUC RULES ALLOW A ONE-TIME PENALTY TO BE CHARGED ON DELINQUENT BILLS. A LATE CHARGE MAY NOT BE APPLIED TO ANY BALANCE TO WHICH THE PENALTY WAS APPLIED IN A PREVIOUS BILLING.

RETURNED CHECK CHARGE..... \$25.00
RETURNED CHECK CHARGES MUST BE BASED ON THE UTILITY'S DOCUMENTABLE COST.

CUSTOMER DEPOSIT RESIDENTIAL (Maximum \$50)..... \$50.00

COMMERCIAL & NON-RESIDENTIAL DEPOSIT 1/6TH OF ESTIMATED ANNUAL BILL

GOVERNMENTAL TESTING, INSPECTION AND COSTS SURCHARGE
WHEN AUTHORIZED IN WRITING BY TNRCC AND AFTER NOTICE TO CUSTOMERS, THE UTILITY MAY INCREASE RATES TO RECOVER INCREASED COSTS FOR INSPECTION FEES AND WATER TESTING. [16 TAC § 24.25(b)(2)(G)]

LINE EXTENSION AND CONSTRUCTION CHARGES:
REFER TO SECTION 3.0 EXTENSION POLICY FOR TERMS, CONDITIONS, AND CHARGES WHEN NEW CONSTRUCTION IS NECESSARY TO PROVIDE SERVICE.

SECTION 2.0 – SERVICE RULES AND POLICIES

The utility will have the most current Public Utility Commission of Texas (PUC or Commission) rules relating to Water and Wastewater Utility regulations, available at its office for reference purposes. The Rules and this tariff shall be available for public inspection and reproduction at a reasonable cost. The latest Rules or commission approved changes to the Rules supersede any rules or requirements in this tariff.

Section 2.01 - Application for Water Service

All applications for service will be made on the utility's standard application or contract form (attached in the Appendix to this tariff), will be signed by the applicant, any required fees (deposits, reconnect, tap, extension fees, etc. as applicable) will be paid and easements, if required, will be granted before service is provided by the utility. A separate application or contract will be made for each service location.

Section 2.02 - Refusal of Service

The utility may decline to serve an applicant until the applicant has complied with the regulations of the regulatory agencies (state and municipal regulations) and for the reasons outlined in the PUC Rules. In the event that the utility refuses to serve an applicant, the utility will inform the applicant in writing of the basis of its refusal. The utility is also required to inform the applicant that a complaint may be filed with the Commission.

Section 2.03 - Fees and Charges & Easements Required Before Service Can Be Connected

(A) Customer Deposits

If a residential applicant cannot establish credit to the satisfaction of the utility, the applicant may be required to pay a deposit as provided for in Section 1.02 - Miscellaneous Fees of this tariff. The utility will keep records of the deposit and credit interest in accordance with PUC Rules.

Residential applicants 65 years of age or older may not be required to pay deposits unless the applicant has an outstanding account balance with the utility or another water or sewer utility which accrued within the last two years.

Nonresidential applicants who cannot establish credit to the satisfaction of the utility may be required to make a deposit that does not exceed an amount equivalent to one-sixth of the estimated annual billings.

Refund of deposit - If service is not connected, or after disconnection of service, the utility will promptly refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. The utility may refund the deposit at any time prior to termination of utility service but must refund the deposit plus interest for any customer who has paid 18 consecutive billings without being delinquent.

SECTION 2.0 - SERVICE RULES AND POLICIES (CONT.)

(B) Tap or Reconnect Fees

A new customer requesting service at a location where service has not previously been provided must pay a tap fee as provided in Section 1. A customer requesting service where service has previously been provided must pay a reconnect fee as provided in Section 1. Any applicant or existing customer required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to request for payment and/or commencement of construction. If the applicant or existing customer does not believe that these costs are reasonable or necessary, the applicant or existing customer shall be informed of their right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's or existing customer's property(ies) is located.

Fees in addition to the regular tap fee may be charged to cover unique costs not normally incurred as permitted by 16 TAC § 24.163(a)(1)(C) if they are listed on this approved tariff. For example, a road bore for customers outside a subdivision or residential area could be considered a unique cost.

(C) Easement Requirement

Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the Utility may require the applicant to provide it with a permanent recorded public utility easement on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

Section 2.04 - Utility Response to Applications for Service

After the applicant has met all the requirements, conditions and regulations for service, the utility will install tap, meter and utility cut-off valve and/or take all necessary actions to initiate service. The utility will serve each qualified applicant for service within 5 working days unless line extensions or new facilities are required. If construction is required to fill the order and if it cannot be completed within 30 days, the utility will provide the applicant with a written explanation of the construction required and an expected date of service.

Except for good cause where service has previously been provided, service will be reconnected within one working day after the applicant has met the requirements for reconnection.

Section 2.05 - Customer Responsibility

The customer will be responsible for furnishing and laying the necessary customer service pipe from the meter location to the place of consumption. Customers will not be allowed to use the utility's cutoff valve on the utility's side of the meter. Existing customers may install cutoff valves on their side of the meter and are encouraged to do so. All new customers must install and maintain a cutoff valve on their side of the meter.

SECTION 2.0 - SERVICE RULES AND POLICIES (CONT.)

No direct connection between a public water supply system and any potential source of contamination or between a public water supply system and a private water source (ex. private well) will be allowed. A customer shall not connect, or allow any other person or party to connect, onto any water lines on his premises.

Section 2.06 - Customer Service Inspections

Applicants for new service connections or facilities which have undergone extensive plumbing modifications are required to furnish the utility a completed customer service inspection certificate. The inspection certificate shall certify that the establishment is in compliance with the Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems, Title 30 Texas Administrative Code (TAC) § 290.46(j). The Utility is not required to perform these inspections for the applicant/customer, but will assist the applicant/customer in locating and obtaining the services of a certified inspector.

Section 2.07 - Back Flow Prevention Devices

All non-residential customers requiring a greater than 1" meter or any customer with irrigation or firefighting systems, must install back flow prevention devices which have been approved by the utility or its consulting engineers on each of their customer service lines.

The back flow assembly shall be tested upon installation by a recognized prevention assembly tester and certified to be operating within specifications. Back flow prevention assemblies which are installed to provide protection against high health hazards must be tested and certified to be operating within specifications at least annually by a recognized back flow prevention device tester. The maintenance and testing of the back flow assembly shall occur at the customer's expense.

No water connection shall be made to any establishment where an actual or potential contamination or system hazard exists without an approved air gap or mechanical backflow prevention assembly. The air gap or backflow prevention assembly shall be installed in accordance with the American Water Works Association (AWWA) standards C510, C511 and AWWA Manual M14 or the University of Southern California Manual of Cross-Connection Control, current edition. The backflow assembly installation by a licensed plumber shall occur at the customer's expense.

Section 2.08 - Access to Customer's Premises

The utility will have the right of access to the customer's premises at all reasonable times for the purpose of installing, testing, inspecting or repairing water mains or other equipment used in connection with its

SECTION 2.0 – SERVICE RULES AND POLICIES (CONT.)

provision of water service, or for the purpose of removing its property and disconnecting lines, and for all other purposes necessary to the operation of the utility system including inspecting the customer's plumbing for code, plumbing or tariff violations. The customer shall allow the utility and its personnel access to the customer's property to conduct any water quality tests or inspections required by law. Unless necessary to respond to equipment failure, leak or other condition creating an immediate threat to public health and safety or the continued provision of adequate utility service to others, such entry upon the customer's property shall be during normal business hours and the utility personnel will attempt to notify the customer that they will be working on the customer's property. The customer may require any utility representative, employee, contractor, or agent seeking to make such entry identify themselves, their affiliation with the utility, and the purpose of their entry.

All customers or service applicants shall provide access to meters and utility cutoff valves at all times reasonably necessary to conduct ordinary utility business and after normal business hours as needed to protect and preserve the integrity of the public drinking water supply.

Section 2.09 – Meter Requirements, Readings, and Testing

One meter is required for each residential, commercial, or industrial connection. All water sold by the utility will be billed based on meter measurements. The utility will provide, install, own and maintain meters to measure amounts of water consumed by its customers.

Meters will be read at monthly intervals and as nearly as possible on the corresponding day of each monthly meter reading period unless otherwise authorized by the Commission.

Meter tests. The utility will, upon the request of a customer, and, if the customer so desires, in his or her presence or in that of his or her authorized representative, make without charge a test of the accuracy of the customer's meter. If the customer asks to observe the test, the test will be made during the utility's normal working hours at a time convenient to the customer. Whenever possible, the test will be made on the customer's premises, but may, at the utility's discretion, be made at the utility's testing facility. If within a period of two years the customer requests a new test, the utility will make the test, but if the meter is found to be within the accuracy standards established by the American Water Works Association, the utility will charge the customer a fee which reflects the cost to test the meter up to a maximum \$25 for a residential customer. Following the completion of any requested test, the utility will promptly advise the customer of the date of removal of the meter, the date of the test, the result of the test, and who made the test.

Section 2.10 – Billing

(A) Regular Billing

Bills from the utility will be mailed monthly unless otherwise authorized by the Commission. The due date of bills for utility service will be at least sixteen (16) days from the date of issuance. The postmark

SECTION 2.0 - SERVICE RULES AND POLICIES (CONT.)

on the bill or, if there is no postmark on the bill, the recorded date of mailing by the utility will constitute proof of the date of issuance. Payment for utility service is delinquent if full payment, including late fees and the regulatory assessment, is not received at the utility or the utility's authorized payment agency by 5:00 p.m. on the due date. If the due date falls on a holiday or weekend, the due date for payment purposes will be the next workday after the due date.

(B) Late Fees

A late penalty of either \$5.00 or 10.0% will be charged on bills received after the due date. The penalty on delinquent bills will not be applied to any balance to which the penalty was applied in a previous billing. The utility must maintain a record of the date of mailing to charge the late penalty.

(C) Information on Bill

Each bill will provide all information required by the PUC Rules. For each of the systems it operates, the utility will maintain and note on the monthly bill a local or toll-free telephone number (or numbers) to which customers can direct questions about their utility service.

(D) Prorated Bills

If service is interrupted or seriously impaired for 24 consecutive hours or more, the utility will prorate the monthly base bill in proportion to the time service was not available to reflect this loss of service.

Section 2.11- Payments

All payments for utility service shall be delivered or mailed to the utility's business office. If the business office fails to receive payment prior to the time of noticed disconnection for non-payment of a delinquent account, service will be terminated as scheduled. Utility service crews shall not be allowed to collect payments on customer accounts in the field.

Payment of an account by any means that has been dishonored and returned by the payor or payee's bank, shall be deemed to be delinquent. All returned payments must be redeemed with cash or valid money order. If a customer has two returned payments within a twelve month period, the customer shall be required to pay a deposit if one has not already been paid.

Section 2.12 - Service Disconnection

(A) With Notice

Utility service may be disconnected if the bill has not been paid in full by the date listed on the termination notice. The termination date must be at least 10 days after the notice is mailed or hand delivered.

The utility is encouraged to offer a deferred payment plan to a customer who cannot pay an outstanding bill in full and is willing to pay the balance in reasonable installments. However, a customer's utility service may be disconnected if a bill has not been paid or a deferred payment agreement entered into within 26 days from the date of issuance of a bill and if proper notice of termination has been given.

SECTION 2.0 - SERVICE RULES AND POLICIES (CONT.)

Notice of termination must be a separate mailing or hand delivery in accordance with the PUC Rules.

(B) Without Notice

Utility service may also be disconnected without notice for reasons as described in the PUC Rules.

Section 2.13 - Reconnection of Service

Utility personnel must be available during normal business hours to accept payments on the day service is disconnected and the following day unless service was disconnected at the customer's request or due to a hazardous condition.

Service will be reconnected within 24 hours after the past due bill, reconnect fees and any other outstanding charges are paid or the conditions which caused service to be disconnected are corrected.

Section 2.14 - Service Interruptions

The utility will make all reasonable efforts to prevent interruptions of service. If interruptions occur, the utility will re-establish service within the shortest possible time. Except for momentary interruptions due to automatic equipment operations, the utility will keep a complete record of all interruptions, both emergency and scheduled and will notify the Commission in writing of any service interruptions affecting the entire system or any major division of the system lasting more than four hours. The notice will explain the cause of the interruptions.

Section 2.15 - Quality of Service

The utility will plan, furnish, and maintain production, treatment, storage, transmission, and distribution facilities of sufficient size and capacity to provide a continuous and adequate supply of water for all reasonable consumer uses. Unless otherwise authorized by the TCEQ, the utility will maintain facilities as described in the TCEQ Rules and Regulations for Public Water Systems.

Section 2.16 - Customer Complaints and Disputes

If a customer or applicant for service lodges a complaint, the utility will promptly make a suitable investigation and advise the complainant of the results. Service will not be disconnected pending completion of the investigation. If the complainant is dissatisfied with the utility's response, the utility must advise the complainant that he has recourse through either the TCEQ or PUC complaint process, depending on the nature of the complaint. Pending resolution of a complaint, the commission may require continuation or restoration of service.

SECTION 2.0 - SERVICE RULES AND POLICIES (CONT.)

The utility will maintain a record of all complaints which shows the name and address of the complainant, the date and nature of the complaint and the adjustment or disposition thereof, for a period of two years after the final settlement of the complaint.

In the event of a dispute between a customer and a utility regarding any bill for utility service, the utility will conduct an investigation and report the results to the customer. If the dispute is not resolved, the utility will inform the customer that a complaint may be filed with the Commission.

Section 2.17 - Customer Liability

Customer shall be liable for any damage or injury to utility-owned property shown to be caused by the customer.

SECTION 3.0 - EXTENSION POLICY

Section 3.01 - Standard Extension Requirements

LINE EXTENSION AND CONSTRUCTION CHARGES.

NO CONTRIBUTION IN AID OF CONSTRUCTION MAY BE REQUIRED OF ANY CUSTOMER EXCEPT AS PROVIDED FOR IN THIS APPROVED EXTENSION POLICY.

The customer will be given an itemized statement of the costs, options such as rebates to the customer, sharing of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants prior to beginning construction.

Unless an exception is granted by the TCEQ, the residential service applicant shall not be required to pay for costs of main extensions greater than 2" in diameter for water distribution and pressure wastewater collection lines and 6" in diameter for gravity wastewater lines.

Exceptions may be granted by the TCEQ if:

- adequate service cannot be provided to the applicant using the maximum line sizes listed due to distance or elevation, in which case, it shall be the utility's burden to justify that a larger diameter pipe is required for adequate service;
- or larger minimum line sizes are required under subdivision platting requirements or building codes of municipalities within whose corporate limits or extraterritorial jurisdiction the point of use is located; or the residential service applicant is located outside the CCN service area.

If an exception is granted, the Utility shall establish a proportional cost plan for the specific extension or a rebate plan which may be limited to seven years to return the portion of the applicant's costs for oversizing as new customers are added to ensure that future applicants for service on the line pay at least as much as the initial service applicant.

The utility shall bear the cost of any over-sizing of water distribution lines or wastewater collection lines necessary to serve other potential service applicants for customers in the immediate area.

For purposes of determining the costs that service applicants shall pay, commercial customers with service demands greater than residential customer demands in the certificated area, industrial, and wholesale customers shall be treated as developers. A service applicant requesting a one inch meter for a lawn sprinkler system to service a residential lot is not considered nonstandard service.

If an applicant requires service other than the standard service provided by the utility, such applicant will be required to pay all expenses incurred by the utility in excess of the expenses that would be incurred in

SECTION 3.0 - EXTENSION POLICY (CONT.)

providing the standard service and connection beyond 200 feet and throughout his property including the cost of all necessary transmission facilities.

Residential customers will be charged the equivalent of the costs of extending service to their property from the nearest transmission or distribution line even if that line does not have adequate capacity to serve the customer. However, if the customer places unique, non-standard service demands upon the system, the customer may be charged the additional cost of extending service to and throughout their property, including the cost of all necessary transmission and storage facilities necessary to meet the service demands anticipated to be created by that property.

Section 3.02 - Costs Utilities Shall Bear

The utility will bear the full cost of any oversizing of water mains necessary to serve other customers in the immediate area. The individual residential customer shall not be charged for any additional production, storage, or treatment facilities. Contributions in aid of construction may not be required of individual residential customers for production, storage, treatment or transmission facilities unless otherwise approved by the Commission under this specific extension policy.

Within its certificate area, the utility will pay the cost of the first 200 feet of any water main or distribution line necessary to extend service to an individual residential customer within a platted subdivision. However, if the residential customer requesting service purchased the property after the developer was notified of the need to provide facilities to the utility, the utility may charge for the first 200 feet. The utility must also be able to document that the developer of the subdivision refused to provide facilities compatible with the utility's facilities in accordance with the utility's approved extension policy after receiving a written request from the utility.

The Utility is not required to extend service to any applicant outside of its certificated service area and will only do so under terms and conditions mutually agreeable to the Utility and the applicant, in compliance with PUC rules and policies, and upon extension of the Utility's certificated service area boundaries by the PUC.

Section 3.03 - Contributions in Aid of Construction

Developers may be required to provide contributions in aid of construction in amounts sufficient to furnish the development with all facilities necessary to provide for reasonable local demand requirements and to comply with TCEQ minimum design criteria for facilities used in the production, transmission, pumping, or treatment of water or TCEQ requirements. For purposes of this subsection, a developer is one who subdivides or requests more than two meters on a piece of property. Commercial, industrial, and wholesale customers will be treated as developers.

SECTION 3.0 - EXTENSION POLICY (CONT.)

Any applicant who places unique or non-standard service demands on the system may be required to provide contributions in aid of construction for the actual costs of any additional facilities required to maintain compliance with the TCEQ minimum design criteria for water production, treatment, pumping, storage and transmission.

Any service extension to a subdivision (recorded or unrecorded) may be subject to the provisions and restrictions of 16 TAC § 24.163(c). When a developer wishes to extend the system to prepare to service multiple new connections, the charge shall be the cost of such extension, plus a pro-rata charge for facilities which must be committed to such extension compliant with the TCEQ minimum design criteria. As provided by 16 TAC § 24.163(d), for purposes of this section, commercial, industrial, and wholesale customers shall be treated as developers.

A utility may only charge a developer standby fees for unrecovered costs of facilities committed to a developer's property under the following circumstances:

- Under a contract and only in accordance with the terms of the contract; or
- if service is not being provided to a lot or lots within two years after installation of facilities necessary to provide service to the lots has been completed and if the standby fees are included on the utility's approved tariff after a rate change application has been filed. The fees cannot be billed to the developer or collected until the standby fees have been approved by the commission or executive director.
- for purposes of this section, a manufactured housing rental community can only be charged standby fees under a contract or if the utility installs the facilities necessary to provide individually metered service to each of the rental lots or spaces in the community.

Section 3.04 - Appealing Connection Costs

The imposition of additional extension costs or charges as provided by Sections 3.0 - Extension Policy of this tariff shall be subject to appeal as provided in this tariff, PUC rules, or the rules of such other regulatory authority as may have jurisdiction over the utility's rates and services. Any applicant required to pay for any costs not specifically set forth in the rate schedule pages of this tariff shall be given a written explanation of such costs prior to payment and/or commencement of construction. If the applicant does not believe that these costs are reasonable or necessary, the applicant shall be informed of the right to appeal such costs to the PUC or such other regulatory authority having jurisdiction over the utility's rates in that portion of the utility's service area in which the applicant's property(ies) is located.

Section 3.05 - Applying for Service

The Utility will provide a written service application form to the applicant for each request for service received by the Utility's business offices. A separate application shall be required for each potential service location if more than one service connection is desired by any individual applicant. Service application forms will be available at the Utility's business office during normal weekday business hours. Service

SECTION 3.0 - EXTENSION POLICY (CONT.)

applications will be sent by prepaid first class United States mail to the address provided by the applicant upon request. Completed applications should be returned by hand delivery in case there are questions which might delay fulfilling the service request. Completed service applications may be submitted by mail if hand delivery is not possible.

Where a new tap or service connection is required, the service applicant shall be required to submit a written service application and request that a tap be made. The tap request must be accompanied with a diagram, map, plat, or written metes and bounds description of precisely where the applicant desires each tap or service connection is to be made and, if necessary, where the meter is to be installed, along the applicant's property line. The actual point of connection and meter installation must be readily accessible to Utility personnel for inspection, servicing, and meter reading while being reasonably secure from damage by vehicles and mowers. If the Utility has more than one main adjacent to the service applicant's property, the tap or service connection will be made to the Utility's nearest service main with adequate capacity to service the applicant's full potential service demand. Beyond the initial 200 feet, the customer shall bear only the equivalent cost of extending from the nearest main. If the tap or service connection cannot be made at the applicant's desired location, it will be made at another location mutually acceptable to the applicant and the Utility. If no agreement on location can be made, the applicant may refer the matter to the PUC for resolution.

Section 3.06 - Qualified Service Applicant

A "qualified service applicant" is an applicant who has: (1) met all of the Utility's requirements for service contained in this tariff, PUC rules and/or PUC order, (2) has made payment or made arrangement for payment of tap fees, (3) has provided all necessary easements and rights-of-way necessary to provide service to the requested location, (4) delivered an executed customer service inspection certificate to the Utility, if applicable, and (5) has executed a customer service application for each location to which service is being requested.

The Utility shall serve each qualified service applicant within its certificated service area as soon as practical after receiving a completed service application. All service requests will be fulfilled within the time limits prescribed by PUC rules once the applicant has met all conditions precedent to achieving "qualified service applicant" status. If a service request cannot be fulfilled within the required period, the applicant shall be notified in writing of the delay, its cause and the anticipated date that service will be available. The PUC service dates shall not become applicable until the service applicant has met all conditions precedent to becoming a qualified service applicant as defined by PUC rules.

SECTION 3.0 - EXTENSION POLICY (CONT.)

Section 3.07 - Developer Requirements

As a condition of service to a new subdivision, the Utility shall require a developer (as defined by PUC rule) to provide permanent recorded public utility easements as a condition of service to any location within the developer's property.

APPENDIX A - DROUGHT CONTINGENCY PLAN

(This page incorporates by reference the utility's Drought Contingency Plan, as approved and periodically amended by the Texas Commission on Environmental Quality.)

APPENDIX B -- APPLICATION FOR SERVICE
(Utility Must Attach Blank Copy)